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Atorneys for Plaintiff,
JOAN CELIA LEE, as Trustee for the
Lee Family Survivor's Trust A Date October 12, 1985

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

JOAN CELIA LEE, as Trustee for the Lee Family Survivor's Trust "A" Date October 12, 1985;

Plaintiff,

V.

POW! ENTERTAINMENT, INC., a Delaware Corporation; and DOES 1 through 10, inclusive, in their individual and official capacities;

Defendants.

Case No.:

COMPLAINT FOR:

1. Declaratory Relief (IP Assets) (28 U.S.C. §§2201-02);
2. Declaratory Relief (Name and Likeness);
3. Cybersquatting in Violation of 15 U.S.C. § 1125(d); and
4. Injunctive Relief

DEMAND FOR JURY TRIAL

1 Plaintiff JOAN CELIA LEE, as Trustee for the Lee Family Survivor's Trust A Date
 2 October 12, 1985:

3 **PARTIES**

4 1. Plaintiff JOAN CELIA LEE, known as JC Lee (hereinafter "JC") is the only
 5 child of the late Stan Lee (hereinafter "Stan Lee") and is the trustee for the Lee Family
 6 Survivor's Trust A Date October 12, 1985 (hereinafter "Lee Trust"). Both JC and The
 7 Lee Trust have an interest in and co-manage and continue to co-own and co-manage, Stan
 8 Lee's intellectual property rights since his death on November 12, 2018.

9 2. The Lee Trust is operated in Los Angeles County, California. The Lee Trust
 10 is successor in interest as assignor of intellectual property rights of Stan Lee, and a co-
 11 owner of the intellectual property rights of Stan Lee and is authorized and obligated to
 12 pursue this litigation to obtain a declaration regarding certain valuable intellectual property
 13 rights, including a range of copyrights and trademarks, as well as Stan Lee's publicity
 14 rights to his name and likeness.

15 3. Defendant, POW! ENTERTAINMENT, INC. (hereinafter "POW!") is a
 16 corporation organized and existing under the laws of the State of Delaware and has
 17 conducted business and had a principal office in Beverly Hills, California located within
 18 the Central District of California, as well as in its capacity as subsidiary and affiliate of
 19 companies incorporated in other foreign jurisdictions.

20 4. The true names and capacities of the Defendants named in this action as
 21 Does 1 through 10, inclusive, are unknown to Plaintiffs, who therefore sue them by such
 22 fictitious names. Plaintiff will amend this Complaint to set forth their true names and
 23 capacities when their identity has been ascertained.

24 **JURISDICTION AND VENUE**

25 5. This Court has jurisdiction over the claims advanced here pursuant to 28
 26 U.S.C. § 1331 and §1138 and 28 U.S.C. §§ 2201-02 (the Declaratory Judgment Act) in
 27 that the issues arise under the Copyright Act of 1976, 17 U.S.C. §§ 101, *et seq.* and the
 28

1 Lanham Act under 15 U.S.C. § 1121. This Court also has jurisdiction in all other claims
 2 under 28 U.S.C. 1338(b) and pendent jurisdiction.

3 6. At all times material hereto, the defendants and their controlling individuals
 4 knew that their wrongful actions, would cause the damages claimed herein within the
 5 Central District of California and around the world, such that it would not offend
 6 principles of fairness for this Court to exercise jurisdiction over the named defendants.

7 7. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c)
 8 because a substantial part of the activities and events occurred within this district and the
 9 defendants are conducting business, have principal office locations and/or are residents
 10 within this district.

PRELIMINARY STATEMENT

12 8. This is an action to vindicate the creator rights and brand of Stan Lee, the
 13 most influential and successful creator of superhero characters in history. It is an effort to
 14 fulfill the covenant Stan Lee made with his namesake company and to remedy the wrongs
 15 inflicted by trusted business associates over the last two decades.

16 9. Stan Lee became the father of the modern superhero by creating characters
 17 who, along with their superpowers, also possessed human foibles and frailties, such as
 18 amity, goodwill and trust, which made these characters relatable to his readers. Mr. Lee's
 19 varied slate of superhero characters, while assorted and distinct in their appearances and
 20 powers, all shared the same goal: to right the wrongs visited upon the innocent by the
 21 miscreants and ne'er-do-wells operating only to further their own self-interest at the
 22 expense of everyone else. Many of the lurid villains in his stories emerged from the ranks
 23 of those once trusted by the avenging superhero—individuals who were uniquely situated
 24 to exploit their once trusted position to further their dastardly enterprises. The facts of this
 25 case, while not involving a superhero character or menacing other-worldly villain, read just
 26 like one Stan Lee's fictional comic-book stories. The difference here is, unfortunately, the
 27
 28

1 characters are real and the wrongs alleged to have been visited upon Mr. Lee by those he
 2 most trusted, actually happened. Truth is indeed sometimes stranger than fiction.

3 10. By this lawsuit, Stan Lee's heir and Estate seek to perform the covenant Stan
 4 Lee made with his namesake company and remedy the wrongs inflicted by trusted business
 5 associates over the last two decades. It is intended to restore the rights he assigned to the
 6 namesake company he founded when he was liberated from a 60-year career with Marvel
 7 Comics, the comic book company he founded and creatively directed to become the
 8 preeminent Superhero entertainment company in the world.

9 11. Stanley Martin Lieber—the creator and owner of the “Stan Lee” persona and
 10 identity— began his iconic career as the world's most successful comic book publisher and
 11 Superhero creator rather humbly in 1939 as an employee of the predecessor of Marvel
 12 Comics, Films and Entertainment.

13 12. After devoting 60 years of service to Marvel, during which his vision and
 14 creative output elevated the company he founded and created to the pinnacle of the comic
 15 book publishing world, in August of 1998 Stan Lee was unceremoniously fired by the
 16 purchasers of Marvel after the entity filed for Chapter 11 Bankruptcy protection.

17 13. The purchasers took advantage of the Chapter 11 provision that permitted
 18 avoidance of all executory contracts to void Stan Lee's exclusive lifetime employment
 19 agreement that Stan had received in consideration for his creation of the majority of its
 20 world-famous Superhero characters.

21 14. Following his severance from Marvel in August 1998, Stan Lee took
 22 advantage of the restoration of all of his previously licensed rights to form his own
 23 namesake internet-based Superhero entertainment company—Stan Lee Entertainment Inc.
 24 a Delaware corporation. This entity was incorporated on October 13, 1998 and Lee was
 25 named Chairman, Chief Creative Officer and majority shareholder. In exchange, he
 26 capitalized this new enterprise with a perpetual and unconditional assignment of every

1 imaginable creator right he owned or would own in the future, along with the exclusive
2 rights to his name and likeness.

3 15. From October 1998 through December 2000 Lee took advantage of the
4 brand and good will he created with three generations of fans around the world to establish
5 his own publicly traded multi-media entertainment company. It quickly became the largest
6 internet animation studio for superhero entertainment in the world, based in Hollywood.
7 He crafted his first new team of digital age superheroes since the Avengers. Stan Lee was
8 Chairman and Chief Creative Officer of his company but he needed people he could trust
9 with the business experience necessary to run his company. He assembled a team of
10 “trusted partners” to run his company. Kenneth Williams, the President of Sony Digital
11 Studios became CEO. Stan selected entertainment industry veteran, Gill Champion, to
12 serve as his COO and trusted friend. Stan asked his closest friend and personal lawyer,
13 Arthur Lieberman, to serve as Intellectual Property lawyer for the company to oversee and
14 protect the company’s intellectual property.

15 16. The success of Lee's company sparked his "trusted partners" to join together
16 to devise a plan to take advantage of the dot.com crash of November 2000, to engineer the
17 financial collapse of Lee's company through a series of financing guaranteed to collapse
18 the company's stock so that the company could be placed into Chapter 11 Bankruptcy
19 protection. In this way, they were enabled to loot the assets of Stan Lee Entertainment,
20 a/k/a Stan Lee Media, and enrich themselves at the expense of Stan Lee, the creditors and
21 shareholders. These "trusted" partners achieved their dastardly goals with alacrity and
22 through their betrayal of Stan Lee's trust and lack of business and legal acumen they
23 engineered the misappropriation and theft of Stan Lee's intellectual property rights.

24 17. Following the bankruptcy filing, Champion and Lieberman quickly formed a
25 new company—POW! Entertainment—a company wholly owned and controlled by them
26 and Stan. They induced Stan Lee to abandon Stan Lee Entertainment and join with them
27 to attempt to replicate the success of Lee’s company for their personal benefit by

1 purloining its assets under the subterfuge of a fraudulent and unconsummated Bankruptcy
2 sale while convincing Stan Lee to take actions they knew violated the exclusive rights and
3 obligations that Stan Lee had bestowed on his namesake company.

4 18. In fact, from November 2001 through Stan Lee's death in November 2018,
5 the former management of Stan Lee Entertainment, Gill Champion, Arthur Lieberman and
6 Junko Kobyashi, used their new company POW! Entertainment to deceive and manipulate
7 Stan into believing he had retained his creator rights and rights to his name and likeness,
8 which they knew and concealed remained assigned to and the property of Stan Lee
9 Entertainment Inc. Between 2001- 2017, they misled Stan into believing that he could and
10 should reassign those rights to POW! Entertainment on no less than 6 occasions, each
11 based on convincing Stan he had retained rights that he had in fact validly assigned to Stan
12 Lee Entertainment.

13 19. When Stan Lee died in November, 2018, his daughter, as his only heir and
14 Trustee of his Estate, gathered a forensic team of lawyers and accountants to investigate
15 the facts surrounding the actions of Stan Lee's supposed partners with whom Lee had
16 stopped communicating during the last year of his life. In so doing, it was learned the
17 extent to which the rights to Stan Lee's intellectual property had been looted, muddied and
18 entangled by POW! and a range of bad actors enabled by POW!. In fact, it was discovered
19 that POW! and Champion had purported to assign Stan Lee's name and rights of publicity
20 to Camsing International, a demonstrably criminal Chinese enterprise that appears to have
21 taken a majority stake in POW!.

22 20. Through this action, Stan Lee's only heir, operating as trustee for the Lee
23 Family Trust, has joined forces with Stan Lee's original company, Stan Lee Entertainment
24 Inc., to not only expose manifold frauds visited upon Stan Lee from 2001 through 2018 by
25 Defendant, its CEO Gill Champion and a range of unsavory characters, but to also
26 vindicate and clear title to Stan Lee's intellectual property while prohibiting Defendant

1 from further conversion and infringement of Stan Lee's creator rights and rights to his
 2 name and likeness.

3 **STATEMENT OF FACTS**

4 21. Stan Lee was a 95-year old American Hollywood executive, producer, comic
 5 book writer, editor, actor, publisher, television personality, and the founder and creator of
 6 Marvel Comics and the majority of characters that populate the most successful universe
 7 of movie character franchises in history. He was considered the godfather of the modern-
 8 day superhero and a global pop culture icon. He has been attributed to have exerted more
 9 influence over the comic book and entertainment industry, and the global pop culture, than
 10 any other modern figure. He was revered by fans and enthusiasts of all ages world-wide
 11 and amongst all cultures. He died in November of 2018.

12 22. Upon his death, Mr. Lee's only child, JC, as the trustee for the Stan Lee and
 13 Joan B. Lee Family Trust ("Trust"), took over ownership and management of the Trust,
 14 which owns and manages Lee's personal property rights.

15 23. During his lifetime, Stan Lee co-created some of Marvel's most recognizable
 16 characters including Spider-Man, Iron Man, The Incredible Hulk, The Fantastic Four, X-
 17 Men, The Avengers, Thor, Doctor Strange, Black Panther, Ant Man, Daredevil and
 18 hundreds more fictional characters, introducing complex, naturalistic characters and a
 19 thoroughly shared universe into superhero comic books. Lee subsequently led the
 20 expansion of Marvel Comics from a small division of a publishing house to a large multi-
 21 media company which was acquired by the Walt Disney Company in 2010.

22 24. Stan Lee received the Vanguard Award from the Producer's Guild of
 23 America in 2012 and was inducted into the comic book industry's Will Eisner Comic Book
 24 Hall of Fame in 1994 and The Jack Kirby Hall of Fame in 1995. In 2008, President George
 25 Bush presented Stan with the National Medal of Art at the White House for his
 26 consummate skills as one of America's foremost story tellers. He received a Star on the
 27 Hollywood Walk of Fame in 2011.

1 25. Lee spent approximately 60 years of his career as an employee of Marvel and
 2 when that entity filed for Chapter 11 bankruptcy in or about August of 1998, Stan Lee was
 3 fired by Marvel's purchaser, thus freeing him from his exclusive employment agreement
 4 with Marvel. This, in turn, enabled him to found, Stan Lee Entertainment Inc as an
 5 internet based Super Hero animation publishing and entertainment company - to join in the
 6 dot.com revolution and create a new universe of Stan Lee Global Super Heroes for the
 7 digital age.

8 26. On or about October 15, 1998, Stan Lee executed an "Employment
 9 Agreement/Rights Assignment with Stan Lee Entertainment, Inc. (hereinafter referred to
 10 simply as the "October 15, 1998 Agreement"). This agreement was intended to and did in
 11 fact create an unconditional, irrevocable, and perpetual assignment of all of Stan Lee's
 12 pertinent IP rights and states in pertinent part:

13
 14 "I [Stan Lee] assign, convey and grant to [Stan Lee Entertainment,
 Inc.] forever, all right, title and interest I may have or control, now or
 in the future, in the following: Any and all ideas, names, titles,
 characters, symbols, logos, designs, likenesses, visual representations,
 artwork, stories, plots, scripts, episodes, literary property, and the
 conceptual universe related thereto, including my name and likeness
 (the 'Property') which will or have been in whole or part disclosed in
 writing to, published, merchandised, advertised, and/or licensed by
 [Stan Lee Entertainment, Inc.], its affiliates and successors in interest
 and licensees (which by agreement inures to [Stan Lee
 Entertainment, Inc.'s] benefit) or any of them and any copyrights,
 trademarks, statutory rights, common law, goodwill, moral rights and
 any other rights whatsoever in the Property in any and all media
 and/or fields, including all rights to renewal or extensions of
 copyright and make applications or institute suits therefore (the
 'Rights')."

23
 24 27. In return for Stan Lee's assignment of all of his rights of any kind to his
 25 creative universe as of October 15, 1998 and into the future, Stan Lee Entertainment, Inc.
 26 and its successors in interest conveyed to Stan Lee shares in the companies, agreed to pay
 27 and did, in fact, pay to Stan Lee approximately \$250,000.00 per year in salary, bonuses,
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1 stock options, expenses, fringe benefits, insurance and other consideration as set forth
 2 therein, including over 3.5 million shares in plaintiff's stock, which had a market value of
 3 over \$100 million in February of 2000, in addition to more than \$750,000 in additional
 4 compensation paid on behalf of the company by other shareholders.

5 28. The October 15, 1998 Agreement was also ratified by Stan Lee over a year
 6 later on or about October 19, 1999, in an Amendment to Employment
 7 Agreement/Assignment Agreement. Said Amendment to Employment Agreement/
 8 Assignment Agreement contained express representations by Stan Lee that the
 9 Amendment and ratification was being signed after consultation with his financial
 10 consultants and legal counsel. The Agreement further bound Stan Lee's successors in
 11 interest, heirs and assigns to provide ongoing support and protection of the rights that
 12 were unconditionally assigned. Around this time, Gill Champion, the then COO of Stan
 13 Lee Entertainment, caused to be filed a 10K report incorporating the Assignment
 14 Agreement therein further ratifying the Assignment Agreement.

15 29. At the time the October 15, 1998 Agreement was executed, Stan Lee was not
 16 under contract with any other person or entity with regard to any of his intellectual
 17 property rights and he had full authority and rights to convey all of his rights to Stan Lee
 18 Entertainment, Inc.

19 30. The company was an immediate success and built the foremost Hollywood
 20 internet animation and entertainment studio with 165 employees and topped Disney and
 21 Warner Bros in winning the Web Award for the best Entertainment Portal on the internet.
 22 In fact, from October 1998 through December 2000 Lee once more exhibited a level of
 23 fecundity and creative output that not only belied his advancing age but further cemented
 24 his legacy as a true visionary and tireless wellspring of creative endeavor. During this
 25 time, Lee created the largest internet animation studio for superhero entertainment in the
 26 world. He crafted his first new team of digital age superheroes since the Avengers.

27

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1 31. During this time, Stan Lee enlisted an entertainment veteran named Gill
 2 Champion as the company's COO as well as hiring the former CEO of Sony Digital
 3 Studios, Ken Williams as President and using Lee's personal lawyer, Arthur Lieberman, to
 4 oversee and protect the company's intellectual property.

5 32. With the dot.com crash of December 2000, Lee's company ran out of
 6 operating capital due to deals negotiated by Williams and Champion. As it turns out, the
 7 goal of these supposed partners was to, through their poor business deals, force the
 8 company to cease operations due to a lack of operating capital and then seek Chapter 11
 9 bankruptcy protection so they themselves could loot the assets of Stan Lee Entertainment,
 10 a/k/a Stan Lee Media, and enrich themselves at the expense of Stan Lee, the creditors and
 11 shareholders. These "trusted" partners achieved their dastardly goals with alacrity.

12 33. Following the bankruptcy filing, Champion and Lieberman quickly formed a
 13 new company—POW! Entertainment—a company wholly owned and controlled by them
 14 and them alone. It was during this time these characters induced Lee to abandon Stan Lee
 15 Entertainment and join with them to attempt to replicate the success of Lee's company by
 16 purloining its assets under the subterfuge of a Bankruptcy sale.

17 34. POW! was incorporated by Lieberman on November 8, 2001, with the
 18 express purpose of exploiting the Stan Lee IP assets which Lee created with Stan Lee
 19 Media, which were placed into Chapter 11 Bankruptcy protection in February of 2001.

20 35. The supposed Sale of Assets that was intended to convey Stan Lee Media
 21 created IP to POW! was never legally accomplished. This Court having already ruled in
 22 2009 that the Lee IP rights had never transferred from Stan Lee Media, Inc. to POW! or
 23 any affiliate of POW!

24 36. From November 2001 through the Stan Lee's death in November 2018,
 25 Champion and Lieberman, and other of their cohorts, manipulated and induced Lee into
 26 believing he had retained ownership of his creator rights and rights to his name and
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1 likeness, which they knew and concealed were assigned to Stan Lee Entertainment Inc,
 2 and yet continued to attempt to have Lee assign to POW! over the years.

3 37. Again, the most glaring unscrupulous activity was falsely claiming the IP
 4 rights to Stan Lee's Identity. Under the operative agreements, Stan Lee, and by virtue of
 5 being its successor in interest, the Lee Trust—and obligee under the assignment agreement
 6 and co-holder of Stan Lee's rights, had agreed under Paragraph 4(b) of the agreement to
 7 execute upon request any document deemed necessary to effect the purposes of the
 8 agreement - and in 4(c) that it will not assist others in claiming any rights.

9 38. In June, 2019 it was revealed in multiple media outlets in China and around
 10 the world with the arrest and jailing of Vivian Lo, the Founder and Chairman of Camsing
 11 International, the current alleged and erstwhile parent of POW!, that Lo and Camsing,
 12 aided by Champion, have been engaged over the last three years in a massive \$1.2 billion
 13 finance fraud on the major investment funds in China using the credibility and perceived
 14 value of the Lee Rights to advance their criminal enterprise. It has been reported that the
 15 entire executive staff of 11 people, including the CFO, have been arrested and jailed in
 16 connection with this historic finance fraud in China in which they are facing prosecution
 17 for a range of unlawful acts and conduct, besmirching the name and brand of Stan Lee as a
 18 principal asset used by the alleged criminals to gain the trust and investment of the largest
 19 investment funds in the People's Republic of China. The ongoing frauds by POW! in
 20 assigning licenses to use the Lee Rights to innocent parties around the world must be
 21 curtailed at the earliest opportunity for this Court to act.

22 39. By this action, the Lee Trust intends to correct Stan Lee's breaches of the
 23 terms and covenants in the 1998 Agreement with his original company, Stan Lee
 24 Entertainment Inc. of Delaware (which were unwittingly committed by him under undue
 25 influence and fraudulent inducement of his partners in POW! and others acting by and
 26 through and in association or at the behest of POW!), and remedy the results of the various
 27 invalid assignments made by Stan Lee since his inducement to abandon Stan Lee

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1 Entertainment Inc. and its successor, Stan Lee Media Inc. in February, 2001.
 2 Furthermore, through this action, the Lee Trust intends to erase and clear the cloud on the
 3 intellectual property delineated herein. The intent is to ensure the Lee Trust is able to
 4 perform the duties it assumed under Stan Lee's Rights Assignment Agreement and act in
 5 accord with the obligations under the Assignment by obtaining a Declaratory Judgment to
 6 the effect that all rights, title and interest to Stan Lee's IP assets and name and publicity
 7 rights now reside, and have always resided, with Stan Lee Entertainment Inc. since their
 8 unconditional and perpetual assignment by Stan Lee in October, 1998 and now in
 9 association with the Lee Trust.

10 **COUNT I: ACTION FOR DECLARATORY RELIEF**

11 [Against All Defendants and Does 1-10]

12 [As to Ownership of the IP Assets]

13 40. Plaintiff realleges and incorporates by reference each and every allegation set
 14 forth in paragraphs 1 through 39 inclusive.

15 41. Plaintiff seeks a declaratory judgment that defendants are not the rightful and
 16 legal owner of the IP Assets and that defendants are barred from so contending.

17 42. Plaintiff is the rightful party in interest and legal co-owner of the Assets.

18 43. The defendants have asserted an actual, present, adverse and antagonistic
 19 interest to the Assets.

20 44. As a direct and proximate result of the actions of the defendants as described
 21 herein, plaintiff has also suffered damages and continues on a daily basis to suffer
 22 monetary and brand damages.

23 45. Furthermore, as a direct and proximate result of the actions of the defendants
 24 as described herein, plaintiff has also suffered liability to the original Assignee for
 25 monetary and brand damages and said damage continues on a daily basis.

26 46. With regard to those equitable aspects of this cause, plaintiff has no adequate
 27 remedy at law.

1 47. Based upon the foregoing, there is a bona fide, actual, present and practical
2 need for a declaratory judgment from this Court.

3 48. Based upon the foregoing, the declaratory judgment sought deals with a
4 present, ascertained, or ascertainable state of facts and/or a present controversy as to the
5 state of facts.

6 49. Based upon the foregoing, plaintiff is insecure and uncertain with respect to
7 its rights, status and other equitable and legal relations with regard to its defense of the
8 October 15, 1998 Agreement, and is in need of a declaratory judgment from this Court
9 affording relief from such insecurity and uncertainty.

COUNT II: ACTION FOR DECLARATORY RELIEF

[Against All Defendants and Does 1-10]

[As to Rights to Stan Lee's Name and Likeness]

13 50. Plaintiff realleges and incorporates by reference each and every allegation set
14 forth in paragraphs 1 through 49 inclusive.

15 51. Plaintiff seeks a declaratory judgment that defendants have no right to use
16 the name, likeness, symbols, logos, designs, and visual representations of Stan Lee.

17 52. Pursuant to the October 15, 1998 Agreement, Stan Lee, conveyed to Stan
18 Lee Entertainment Inc. the following:

20 "I [Stan Lee] assign, convey and grant to [Stan Lee Entertainment,
21 Inc.] forever, all right, title and interest I may have or control, now or
22 in the future, in the following: Any and all . . . symbols, logos,
23 designs, likenesses, visual representations, . . . including my name and
24 likeness (the 'Property') . . . and any copyrights, trademarks, statutory
 rights, common law, goodwill, moral rights and any other rights
 whatsoever in the Property in any and all media and/or fields,
 including all rights to renewal or extensions of copyright and make
 applications or institute suits therefore (the 'Rights')."

26 (For purposes of this cause of action, the items described in the
27 foregoing quoted paragraph shall be referred to, for simplicity
purposes, as "Stan Lee's Name and Likeness").

1 53. Plaintiff seeks a declaratory judgment from this Court that defendants are not
2 the rightful and legal owner of Stan Lee's Name and Likeness and that defendants are
3 barred from so contending.

4 54. Plaintiff is the Assignor obligated to defend its October 20, 1998 Assignment
5 and is the present co-owner of Stan Lee's Name and Likeness.

7 55. The defendants have asserted an actual, present, adverse and antagonistic
8 interest to Stan Lee's Name and Likeness.

9 56. As a direct and proximate result of the actions of the defendants as described
10 herein, plaintiff has also suffered damages.

11 57. With regard to those equitable aspects of this cause, plaintiff has no adequate
12 remedy at law.

14 58. Based upon the foregoing, there is a bona fide, actual, present and practical
15 need for a declaratory judgment from this Court.

16 59. Based upon the foregoing, the declaratory judgment sought deals with a
17 present, ascertained, or ascertainable state of facts and/or a present controversy as to the
18 state of facts.

20 60. Based upon the foregoing, plaintiff is insecure and uncertain with respect to
21 its rights, status and other equitable and legal relations regard the October 15, 1998
22 Agreement, and is in need of a declaratory judgment from this Court affording relief from
23 such insecurity and uncertainty.

24 **COUNT III: CYBERSQUATTING IN VIOLATION OF 15 U.S.C. § 1125(d)**

25 **[Against All Defendants and Does 1-10]**

26 61. Plaintiff realleges and incorporates by reference each and every allegation set
27 forth in paragraphs 1 through 60 inclusive.

1 62. The defendants have registered and continue to use the following domain
 2 names, and all unnamed social media accounts linked to or related to the Stan Lee persona
 3 and brand which are likely to cause confusion among the consuming public, who will be
 4 led to believe that plaintiff is affiliated with defendants, and/or has approved of
 5 defendants' use and registration of those domain names and the content contained on the
 6 website at those domain names or websites linked to the websites:

7 *<https://therealstanlee.com>*
 8 *www.stanleepresents.com*
 9 *<http://www.stanleeweb.com;>*

11 63. Defendants' registration and use of the domain names dilutes the
 12 distinctiveness of the name and distinctive mark "Stan Lee" and reduces the ability of the
 13 name and mark "Stan Lee" to distinguish goods and services offered by plaintiff from
 14 goods and services offered by others, including defendants.

15 64. Plaintiff does not have the ability to control the quality of the goods and
 16 services offered and sold by defendants and cannot control the information contained on
 17 the aforementioned websites and domains.

19 65. Plaintiff does not have the ability to control defendants' use of the domain
 20 name or the websites associated with them.

21 66. Stan Lee's name is a distinctive and famous mark, was a distinctive and
 22 famous mark at the time the domain names identified in this cause of action were
 23 registered, and at all other times relevant hereto, pursuant to the Anti Cybersquatting
 24 Consumer Protection Act of 1999, 15 U.S.C. § 1125(d).

25 67. Plaintiff is informed and believes that defendants had and continue to have a
 26 bad faith intent to profit from the name "Stan Lee" which is protected as a distinctive mark
 27 and personal name under § 3002(a) of the Anti Cybersquatting Consumer Protection Act
 28 of 1999, 15 U.S.C. § 1125(d).

1 68. Defendants' acts as described herein constitute violations of § 3002(a) of the
2 Anti Cybersquatting Consumer Protection Act of 1999, 15 U.S.C. § 1125(d).

3 69. Plaintiff is entitled to a judgment from this Court compelling defendants to
4 transfer ownership in the domain names identified herein to plaintiff. Alternatively,
5 plaintiff is entitled an order compelling the cancellation of said domain names pursuant to
6 § 3002(a) of the Anti Cybersquatting Consumer Protection Act of 1999, 15 U.S.C. §
7 1125(d).

8 70. Plaintiff is entitled to a temporary and permanent injunction enjoining
9 defendants from any use of the domain names and website content identified in this cause
10 of action pursuant to § 3003 of the Anti Cybersquatting Consumer Protection Act of 1999,
11 15 U.S.C. § 1116(a).

12 71. Plaintiff is entitled to a judgment from this Court awarding to plaintiff its
13 actual damages proximately caused by the defendants, or in the alternative, statutory
14 damages in an amount up to the sum of One Hundred Thousand Dollars (\$100,000.00)
15 pursuant to § 3003(b) of the Anti Cybersquatting Consumer Protection Act of 1999, 15
16 U.S.C. § 1117(a) and (d).

COUNT IV: INJUNCTIVE RELIEF

[Against All Defendants and Does 1-10]

19 72. Plaintiff realleges and incorporates by reference each and every allegation set
20 forth in paragraphs 1 through 71, inclusive.

21 73. Through their actions above described, Defendants have, and continue to
22 cause, irreparable harm to Plaintiff and they should be compelled through an affirmative
23 injunction from taking any further action to claim an ownership interest in or otherwise
24 exploit the intellectual property rights subject to this action.

25 74. Plaintiff has no other plain, speedy or adequate remedy, and injunctive relief
26 prayed for below is necessary and appropriate at this time to prevent irreparable loss to
27 Plaintiff's interests.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff JOAN CELIA LEE prays for judgment as follows:

3 1. For a declaration that Defendants have no rights to any of Stan Lee's IP,
4 name, likeness, or identity and a declaration that any attempted purported conveyance of
5 rights by Stan Lee to Defendants are void;

6 2. For a permanent injunction permanently enjoining the Defendants, and those
7 acting on their behalf or on their authority, from using Stan Lee's identity, name, image or
8 likeness to promote Defendants' business, goods or services;

9 3. For a declaration that Defendants do not have any (exclusive or otherwise)
10 right to use Stan Lee's identity, image, name or likeness, or any other form of intellectual
11 property ownership referenced in the Complaint, including all social media, copyrights,
12 trademarks and the like and that any purported assignment to Defendants be deemed void
13 ab initio;

14 || 4. For compensatory damages, plus interest;

15 || 5. For the costs of suit;

16 6. For any and all further relief as this Court may deem appropriate.

19 || Dated: September 26, 2019

FREUND LEGAL

By: _____

Jonathan D. Freund,
Craig A. Huber,
Attorneys for plaintiff,
JOAN CELIA LEE

DEMAND FOR JURY TRIAL

Plaintiff, by and through its undersigned counsel, hereby demands a jury trial on any and all issues so triable pursuant to Federal Rules of Civil Procedure, Rule 38(b) and Local Rule 38-1.

Dated: September 26, 2019

FREUND LEGAL

By: 
Jonathan D. Freund,
Craig A. Huber,
Attorneys for plaintiff,
JOAN CELIA LEE